



SINCE 1769

**BEALES CATERERS**

FINE DINING & EVENTS

## TERMS & CONDITIONS

Beales Caterers advises that business with Beales Caterers is carried out on the basis of our Terms & Conditions.

1. **Confirmation** - Written confirmation is required within 7 days of original verbal booking with a best estimate of numbers. Beales Caterers reserves the right to cancel a booking if written confirmation is not received after 7 days.
2. **Numbers** - Once a booking is confirmed, the number of people confirmed 5 working days in advance will be the minimum number of guests charged for.
3. **Cancellation** - In the event of cancellation there will be a charge of 100% of estimated total projected revenue.
4. **Postponements** - Any postponement of a confirmed booking is deemed to be treated as a cancellation.
5. **Price Variation** - Beales Caterers reserve the right to increase prices in the event of circumstances beyond its control, e.g. increases in VAT.
6. **Agents** - Should a client's contract with Beales Caterers be through an agent, the agent acts for the client & it is the client's responsibility for the payment of Beales Caterers account.
7. **Deposits** - Beales Caterers request the following non-refundable deposit at the time of booking:-
  - (i) £1,000 for a wedding or private party in fixed premises.
  - (ii) £2,000.00 plus total cost of marquee for marquee event.100% payment of estimated total cost is requested 6 weeks in advance for all functions. This is not refundable in the event of cancellation.
8. **Payment** - Where credit facilities have been granted by Beales Caterers, final payment of the balance of the charges due for the meeting/event must be paid by the client within 30 days of the date of the invoice. Cheques are to be made payable to Beales Caterers. The Company reserves the right to charge interest on any overdue sums, on a daily basis, until payment is received, at a rate of 8% over base rate per annum. Interest shall become due & payable notwithstanding the fact that a portion of it can be subject to any dispute or query.
9. **Damage** - Clients are responsible to Beales Caterers for any damage caused by the clients, their guests, agents or employees.
10. **Equipment & property** - Clients' own equipment & property is used at their own risk & Beales Caterers accept no liability for loss or damage.
11. **Activities** - Clients using Activity Agents for any indoor or outdoor activities must supply written confirmation of the following prior to the event taking place:-
  - a) A Public & Product Liability Insurance cover in force;
  - b) Limit of Indemnity to be stated (minimum required £5,000,000);
  - c) Employer's Liability Insurance cover in force, as required by statute, minimum £5,000,000 any one occurrence;
  - d) Name of Insurance Company/ies;
  - e) Policy numbers & Dates of Expiry.
12. **Force Majeure** - If Beales Caterers is prevented or hindered from hosting the event or providing any facility booked by the Client due to circumstances beyond its control, e.g. Government intervention, acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of Beales Caterers to the Client shall not exceed the amount paid by the Client to Beales Caterers in respect of the event.
13. **Contract** - When a booking is confirmed in writing, or with a credit card number, a contract is deemed to exist. This contract shall be governed in all respects by English Law. It can only be modified by a supplementary written contract. Where a contract has been signed by a prospective bride & groom they are both jointly & severally responsible for payment of invoices & any cancellation charges.